



## FOR CLERK USE ONLY

RDA

Item No. \_\_\_\_\_

# REDEVELOPMENT AGENCY AGENDA FACT SHEET

Redevelopment Agency

Department

October 27, 2009

Requested Date

## 1. Request:

RDA Approval

☒Information Only/  
Presentation☐

Other (specify)

☐

Hearing

☐

## 2. Requested Action:

Approve Professional Services Agreement with Pacific Mutual Consultants for the preparation of a Specific Plan Update for the Klope Colonia.

## 3. Fiscal Impact:

Revenue:

Increase

☐

Source:

Decrease

☐

Amount:

\$

Cost:

Increase

☐

Source:

State CDBG grant

Decrease

☐

Amount:

\$39,840.00

Does Not Apply

☐

## 4. Reviewed By:

Finance Dept. on

\_\_\_\_\_

By:

\_\_\_\_\_

Comments:

\_\_\_\_\_

City Attorney on

\_\_\_\_\_

By:

\_\_\_\_\_

Comments:

\_\_\_\_\_

*Note: Back up must be submitted along with this form. Deadline is 5:00 p.m., 2 Fridays before the scheduled meeting date.*

## CLERK USE ONLY:

RDA DATE:

\_\_\_\_\_

Action

☐

Filing

☐

Consent

☐

Presentation

☐

Hearing

☐

Other(specify)

☐

\_\_\_\_\_

Reviewed by: City Clerk

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Executive Director

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Date

\_\_\_\_\_

Date

\_\_\_\_\_

# REDEVELOPMENT AGENCY AGENDA REPORT

**SUBJECT:** Kloke Tract Specific Plan Update

**AGENDA DATE:** October 27, 2009

**PREPARED BY:** Rosalind Guerrero, RDA Director

**APPROVED FOR AGENDA BY:** Victor Carrillo, City Manager

**RECOMMENDATION:** Approve a Professional Services Agreement with Pacific Mutual Consultants

**FISCAL IMPACT:** \$39,840.00 CDBG Grant

**BACKGROUND INFORMATION: (Prior action/information)**

The City through the Redevelopment Agency received funding to construct a new road that would provide access to landlocked parcels located within the Kloke Tract. Due to the inability to obtain an easement from a property owner for the new street, Agency staff was not able to continue with the project. Staff requested authorization from the State Housing and Community Development to use funds available to conduct a Specific Plan Update of the area. The Specific Plan update will provide a guide for development within the Kloke Tract Colonia.

Pacific Mutual Consultants (PMC) has provided a proposal to complete the work as required by HCD no later than December 31, 2009. PMC is listed on the City's short list to provide professional services and was requested to provide a proposal.

The professional services agreement is attached and details the work to be completed.

**RECOMMENDATION:**

Approve the professional services agreement with PMC.

Agenda Item No. \_\_\_\_

Page \_\_\_\_ Of \_\_\_\_

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 20th day of October 2009, by and between the AGENCY of Calexico Redevelopment Agency ("Agency") and Pacific Municipal Consultants, ("Consultant").

### RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

### AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the Agency through its staff that it may provide from time to time.

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the Agency. All such work shall be completed no later than December 31, 2009. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the Agency.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit B, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \$39,840.00 without additional authorization from the Agency. Payment by Agency under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the Agency at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to Agency describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Agency shall pay Consultant no later than 30 days after approval of the monthly invoice by Agency staff. Final payment shall not be made until the final work under this Agreement has been accepted by Agency.

5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of

implementing this Agreement, except working notes and internal documents, shall become the property of the Agency upon payment to Consultant for such work, and the Agency shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to Agency upon written request. Consultant shall not be held liable for any reuse of the Agency-owned materials for purposes outside this Agreement.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Agency. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to Agency's employees, and Consultant hereby expressly waives any claim it may have to any such rights. Agency agrees that Agency shall not, during the term of this Agreement, nor for a period of one year after termination of this Agreement, solicit for employment, hire or retain, whether as an employee or independent contractor, any person who is employed by Consultant and actively worked with the Agency under this Agreement. Should Agency desire to hire Consultant's employee that actively worked with Agency under this Agreement, Agency agrees to pay Consultant equitable compensation for the loss of said employee.

7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the Agency or of any Agency official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any Agency decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

8. Professional Ability of Consultant. Agency has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

9. Indemnity. Consultant agrees to defend, indemnify and hold harmless the Agency, its officers, agents, employees and designated volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein), to the extent caused by the negligent performance of this Agreement, except for any such claim arising out of the negligence or willful misconduct of the Agency, its officers, agents, employees or designated volunteers.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Agency at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against Agency, its officers, agents, employees and designated volunteers for losses arising from work performed by Consultant for Agency. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The Agency of Calxico, its elected or appointed officers, officials, employees, agents and designated volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the Agency, its elected or appointed officers, officials, employees, agents and designated volunteers. Any insurance maintained by the Agency, including any self-insured retention the Agency may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its elected or appointed officers, officials, employees, agents or designated volunteers.

v. The insurance provided by this policy shall not be canceled except after thirty (30) days written notice has been received by the Agency.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the Agency's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to Agency as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Agency on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Agency at all times during the term of this Agreement.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Consultant represents to Agency that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to

practice its profession. Consultant represents to Agency that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.

Consultant shall obtain a business license from the City of Calexico to be in effect for the duration of the Agreement. Consultant shall also complete a vendor registration form with the Department of Finance prior to commencement of this Agreement.

13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.

14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to AGENCY:           Calexico Redevelopment Agency, Agency Director  
608 Heber Ave.  
Calexico, CA 92231

If to Consultant:       Philip O. Carter, President  
PMC  
2729 Prospect Park Drive, Suite 220  
Rancho Cordova, CA 95670

15. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Agency for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours,

upon written request by the Agency Director, Agency Attorney, Agency Auditor or a designated representative of these officers. Copies of such documents shall be provided to the Agency for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where Agency has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, Agency may, by written request by any of the above named officers, require that custody of the records be given to the Agency and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the Agency and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and Agency and approved as to form by the Agency Attorney.

18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to Agency for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the Agency. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the Agency. If Agency consents to such subcontract, Consultant shall be fully responsible to Agency for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between Agency and subcontractor nor shall it create any obligation on the part of the Agency to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. Termination. This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination,



Consultant shall be entitled to compensation for services performed up to the effective date of termination.

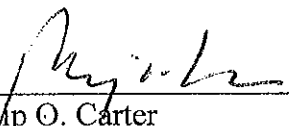
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CALEXICO REDEVELOPMENT AGENCY:

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Victor M. Carrillo  
Executive Director

PACIFIC MUNICIPAL CONSULTANTS:



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Philip O. Carter  
President

## **EXHIBIT A**

### **SCOPE OF SERVICES**

*(scope of work provided with the letter dated October 1, 2009 will be included in this section)*



October 1, 2009

Rosalind Guerrero  
City of Calexico  
608 Heber Avenue  
Calexico, CA 92231

**SUBJECT: Proposal to Update the Kloke Tract Specific Plan**

Dear Rosalind:

Per our discussion, I am pleased to submit this proposal to complete an update of the Kloke Tract Specific Plan #96-0001 to implement the General Plan. As described in the attached scope, budget and schedule, we are able complete the Specific Plan Update by the end of December, **2009** for a total cost not to exceed **\$39,840**.

I will direct a project team that has significant experience preparing Specific Plans and environmental documents in order to provide the City with staff that is both familiar with Calexico and that has the technical expertise to address Specific Plan and CEQA issues.

The attached scope and budget assume that the proposed project will have minimal environmental impacts and that no technical studies will be required to further investigate potential impacts. The scope further assumes that we will work with City staff to develop a Specific Plan outline that prioritizes the update effort to match existing fiscal constraints.

If, after project initiation, it is determined that additional technical studies will be required, PMC will submit a revised scope, budget and schedule to the City.

I am pleased to have the opportunity to work with the City of Calexico on this important community project. If you have any questions in regards to this proposed scope of work, budget, or schedule, please contact me at (858) 342-8808.

Sincerely,

PACIFIC MUNICIPAL CONSULTANTS

Kevin Grant,  
Senior Associate

PL

# SCOPE OF WORK, BUDGET AND SCHEDULE

## SCOPE OF WORK

### Task 1—Project Initiation

Upon formal authorization to proceed, PMC will gather all available project information and hold a kick-off meeting with the City. The focus of this task will be to refine the project description. To reduce project costs, PMC proposes to hold the project kick-off meeting via teleconference.

PMC anticipates that no technical reports will be required to complete the Specific Plan, that the existing Specific Plan is available in Microsoft Word format, and that Calxico will provide graphic material in GIS format.

### Task 2—Compliance Review

PMC will prepare a compliance memorandum that identifies modifications that may be needed to implement the General Plan, ensure that adequate public infrastructure and services are available to the project area, and to comply with existing legal requirements. Compliance determinations will be based on consideration of the following:

- Task 2.1 General Plan Conformity: PMC will compare the existing Specific Plan with the adopted Calxico General Plan and its Elements to identify areas of non-conformity and to suggest possible Specific Plan modifications that would support the systematic implementation of the General Plan.
- Task 2.2 Redevelopment Plan Conformity: PMC will compare the Specific Plan with the adopted Redevelopment Plan to identify areas of non-conformity and suggest possible modifications to the Specific Plan.
- Task 2.3 Availability of Facilities and Services: PMC will evaluate the Public Facilities/Services Element of the General Plan to confirm that adequate public facilities and services are available to serve the project area, and to determine the need for public infrastructure improvements.
- Task 2.4 Legal Review: PMC will evaluate identify changes in State laws and local ordinances that need to be reflected in the updated Specific Plan.
- Task 2.5 Engineering Analysis: PMC will evaluate available engineering reports for the Kloke Tract and Kloke Colonia to update the description of existing conditions, discussion of operational requirements, and recommended improvements for the project area.
- Task 2.6 Field Reconnaissance: PMC will field verify the status of existing land use, identify potential non-conforming uses.

### **Task 3—Specific Plan Update**

PMC will update the Klope Tract Specific Plan as described in the following tasks.

Task 3.1 Outline: PMC will coordinate with City staff to prioritize Specific Plan modifications needed to address compliance issues while responding to fiscal and political objectives. Based on identified priorities, PMC will provide the City with a Specific Plan outline that matches Specific Plan update tasks with available budget.

Task 3.2 Administrative Draft: Using the information generated in Task 2, PMC will prepare an update to the Klope Tract Specific Plan that will, at a minimum, address the following:

- Updated Goals, Objectives, and Policies to reflect current conditions and issues
- Revise Development Plan Text as needed to respond to changed circumstances;
- Update the Public Facilities discussion to identify infrastructure improvements that are needed to serve the project area and establish revised cost estimates based on input from City staff;
- Updated Specific Plan boundary and Land Use Map to reflect planned land use.

PMC will provide the City with two (2) bound hard copies, one (1) loose leaf hard copy, and one electronic copy of the Draft Specific Plan. The City will provide PMC with one set of consolidated comments on the Draft Specific Plan.

Task 3.3 Draft: PMC will incorporate staff comments and directions into the Final Specific Plan and provide the City with ten (10) bound hard copies and one (1) electronic file of the Draft Specific Plan for public review.

### **Task 4—Environmental Review**

This scope of services anticipates the environmental analysis will result in a Negative Declaration of Environmental Impact.

Task 4.1 Initial Study: Using the Initial Study Checklist, PMC will:

- Review all available resources at the City of Calexico to determine what potential impacts may result from the proposed project.
- Prepare a written description of existing physical, policy, regulatory conditions that will affect the project.

- Identify potentially significant impacts for which additional study and/or mitigations will have to be developed in order to address potential impacts.
- Prepare an Initial Study of Environmental impact in compliance with the California Environmental Quality Act.
- Draft a Notice of Intent to adopt a Negative Declaration

Task 4.2 Negative Declaration: Following public review of the proposed Negative Declaration, PMC will:

- Draft Responses to up to three (3) letters of Comment; and
- Prepare a Notice of Determination

### **Task 5—Final Specific Plan**

PMC will undertake the following tasks to assist the City with completing the Specific Plan update.

Task 5.1 Final Document: Following public review of the Draft Specific Plan, PMC will make final edits and modifications to the document. PMC will provide one (1) unbound, hard copy, ten (10) bound and one (1) electronic copy of the Final Specific Plan.

Task 5.1 Public Hearings: Following public review of the Draft Specific Plan, PMC will coordinate with City staff to prepare for and attend one public hearing on the Specific Plan.

### **Optional Tasks**

This scope outlined in this proposal assumes that City staff will provide the necessary infrastructure information, including costs, will be responsible for community outreach and translation services, and that no substantive design guideline modifications are necessary. To the extent that the project requires assistance in any of these arenas, PMC would be happy to modify the scope to include any of the following tasks

Optional Task 1 Infrastructure Analysis and Capital Improvement Plan

Optional Task 2 Community Outreach

Optional Task 3 Design Guidelines

Optional Task 4 Translation Services

## BUDGET AND BILLING RATES

PMC will complete the proposed scope of work for a total cost not to exceed \$39,840 as described in greater detail below.

### Relocation Planning/Resident Consultation Cost Summary

Task	Cost
Project Initiation:	\$1,460
Compliance Review:	\$6,460
Specific Plan Update:	\$16,345
Environmental Review:	\$11,260
Final Specific Plan:	\$4,315
Total:	\$39,840

The following table shows billing rates for PMC staff and the anticipated allocation of personnel.

### PMC Staff Billing Rates

PMC Team Member and Role	Per Hour Rate
Kevin Grant – Project Manager	\$135
Scott Davidson – Senior Planner	\$115
Associate Planner	\$95
Graphics	
Translation Services	
Administration	\$75
Technical Writing/Editing	

per

## SCHEDULE

After receiving authorization to proceed from the City of Calexico, PMC will immediately begin working on the compliance review and will generate a Specific Plan outline. Assuming we receive authorization to proceed by October 30, 2009; we expect to complete the proposed scope of work no later than March, 2010 as described in greater detail below.

Milestone	Schedule
Project Initiation	October 10, 2009
Compliance Review and Specific Plan Outline	November 1, 2009
Complete Admin Draft Specific Plan	November 15, 2009
City Staff Review Period	Nov. 16, 2009 – Nov. 21, 2009
Complete Initial Study	Nov 21, 2010
Public Comment Period	Nov. 22 – Dec. 22, 2010
Complete Final Specific Plan	December 30, 2009

PW



**EXHIBIT B**  
**SCHEDULE OF CHARGES**


Total compensation not to exceed \$39,840.00.

**EXHIBIT C**

**CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE**

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this 20<sup>th</sup> day of October, 2009, at Rancho Conejo,  
California.

  
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Consultant